

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 14, 2004

Division: Administrative Services

Bulk Item: Yes ☒ No ☐

Department: Grants Administration

AGENDA ITEM WORDING: Authorization for the Mayor to execute a contract with the Monroe County Sheriff's Office, using funds provided under the Edward Byrne Memorial Law Enforcement Grant, for the purchase of four breathalyzer units and printers.

ITEM BACKGROUND: Seventy-five percent funding is provided by the Florida Dept. of Law Enforcement under the Byrne Grant Program; twenty-five percent match is being provided in FDLE funds.

PREVIOUS RELEVANT BOCC ACTION: Approval to apply for grant funds given at March 2004 meeting. Contract with Florida Dept. of Law Enforcement approved at May 2004 meeting.

CONTRACT/AGREEMENT CHANGES: none – new contract

STAFF RECOMMENDATION: Approval

TOTAL COST: \$25,400.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: \$0.00

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH _____
YEAR _____

APPROVED BY: COUNTY ATTY ☐ OMB/PURCHASING ☐ RISK MANAGEMENT ☐

DIVISION DIRECTOR APPROVAL: _____



Sheila A. Barker

DOCUMENTATION: INCLUDED: ☒ TO FOLLOW: ☐ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: C-25

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Monroe County Sheriff

Effective Date: 7/01/04

Expiration Date: 9/30/04

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Intoxilyzer 8000 – Phase 1 – Circuit 16 as part of Monroe County's FY04 Edward Byrne Memorial State And Local Law Enforcement Assistance Formula Grant Program

Contract Manager: David P. Owens
(Name)

4482
(Ext.)

OMB/Grants Mgt.
(Department)

for BOCC meeting on 07/14/04

Agenda Deadline: 06/29/04

CONTRACT COSTS

Total Dollar Value of Contract: \$25,400.00

Current Year Portion: \$25,400.00

Budgeted? Yes ☒ No

Account Codes: 125-06025-530490-GG0416-XXXXXX

Grant: \$25,400.00

County Match: \$0.00

ADDITIONAL COSTS

Estimated Ongoing Costs: \$0.00
(Not included in dollar value above)

For: Staff support-filing reports, oversight
(e.g. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>see agenda summary</u>	_____
Risk Management	<u>6/25/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bell Graham</u>	<u>6/25/04</u>
O.M.B./Purchasing	<u>6/25/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Zappella</u>	<u>6/25/04</u>
County Attorney	<u>6/24/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. H. H.</u>	<u>6/25/04</u>

Comments: _____

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT
ASSISTANCE FORMULA GRANT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between The Monroe County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 5100 College Road, PSB Wing II, Stock Island, Key West, FL 33040, hereinafter referred to as "COUNTY," and The Monroe County Sheriff's Office, hereinafter referred to as "SHERIFF."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COUNTY to implement a program that provides blood alcohol level testing via breath analysis and

WHEREAS, the County is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the SHERIFF is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to purchase blood alcohol level testing equipment for use by the SHERIFF in accordance with the COUNTY'S application and agreement with FDLE for the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds,

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the SHERIFF agree as follows:

1. TERM - The term of this Agreement is from June 1, 2004, through September 30, 2004, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.
2. SERVICES - The SHERIFF will provide blood alcohol level testing services as outlined in the COUNTY'S Anti-Drug Abuse Sub-grant Award, attached and made a part hereof.
3. OWNERSHIP – As subgrantee, the COUNTY will retain ownership of all equipment purchased under this agreement. The equipment will be maintained in the COUNTY'S inventory, and the SHERIFF will comply with all reasonable requests from the COUNTY regarding periodic checks of inventoried property. The SHERIFF will notify the COUNTY in the event of relocation of any of the equipment purchased by the COUNTY under this agreement.

4. FUNDS - The total project budget to be expended by the COUNTY in performance of the services set forth in Section 2 of this agreement shall be the total sum of \$25,400.00. The total sum represents federal grant/state sub-grant support in the amount of \$19,050.00 and Florida Department of Law Enforcement matching funds in the amount of \$6,350.00. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.

5. INCORPORATION BY REFERENCE - The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Subgrant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment A).

6. IMPLEMENTING AGENCY BOND - The SHERIFF is an implementing agency under the COUNTY'S Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the SHERIFF shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

7. BILLING AND PAYMENT

(a) The COUNTY shall render to the Florida Department of Law Enforcement, at the close of each calendar quarter, an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information required by the Program Director for reimbursement.

8. TERMINATION - This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the SHERIFF after the SHERIFF has received notice of termination. In the event there are any unused Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds, the SHERIFF shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

9. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY
Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER
Monroe County Sheriff Richard Roth
5525 College Road
Key West, FL 33040

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

10. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the SHERIFF at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the SHERIFF after the SHERIFF has received notice of termination.

11. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the SHERIFF shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the SHERIFF. If the SHERIFF receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

12. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

13. EMPLOYEE STATUS - Persons employed by the SHERIFF in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

14. INDEMNIFICATION - The SHERIFF agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the SHERIFF.

15. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

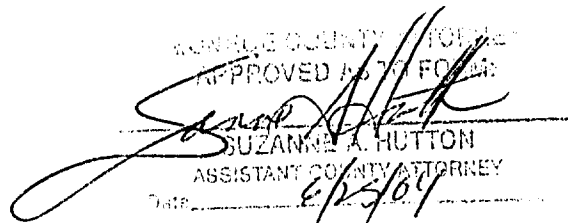
By: _____
Mayor/Chairman

MONROE COUNTY SHERIFF'S DEPT.

Witness

By: _____

Title: _____

MONROE COUNTY SHERIFF'S DEPT.
APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 6/23/09

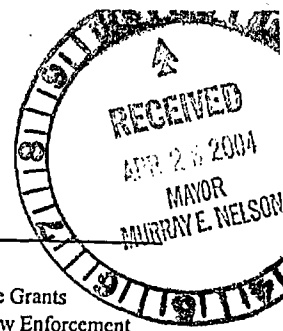


Florida Department of
Law Enforcement

Guy M. Tunnell
Commissioner

Office of Criminal Justice Grants

Mailing Address:
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308
(850) 410-8700



APR 20 2004

The Honorable Murray Nelson
Mayor, Monroe County
Dameron Building, Suite 2
99198 Overseas Highway
Key Largo, Florida 33037

APR 27 2004

Re: 04-CJ-2H-11-54-01-250 / Intoxilyzer 8000 - Phase 1 - Circuit
16

Dear Mayor Nelson:

The Florida Department of Law Enforcement is pleased to award a Byrne State and Local Law Enforcement Formula Grant in the amount of \$19,050 to your unit of government. These funds shall be utilized to implement a Byrne Program under Purpose Area 022 - DUI Enforcement and Prosecution.

A copy of the approved subgrant application with the above referenced grant number and project title is enclosed for your file. All correspondence with the Department should always refer to the grant number and project title.

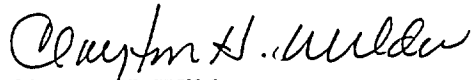
Your attention is directed to Section G of the subgrant, "Acceptance and Agreement". These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and cost reimbursements. Also, you should review the enclosed Subgrant Award Certificate. This certificate contains important information that applies to this award.

The enclosed Certificate of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

The Honorable Murray Nelson
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Beth Hamilton at (850)410-8700.

Sincerely,

A handwritten signature in cursive script, reading "Clayton H. Wilder".

Clayton H. Wilder
Community Program Administrator

CHW/BH/mg

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
Byrne Formula Grant Program

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative,
acknowledges receipt and acceptance of subgrant award number
04-CJ-2H-11-54-01-250 in the amount of \$19,050,
for a project entitled: Intoxilyzer 8000 - Phase 1 - Circuit 16
for the period of 04/01/2004 through 09/30/2004, to be implemented
in accordance with the approved subgrant application, and subject to
the Florida Department of Law Enforcement's conditions of acceptance
and agreement and special conditions governing this subgrant.

Murray Nelson

(Signature of Authorized Official)

5/19/04

(Date of Acceptance)

MURRAY NELSON

(Typed Name of Official)

MAYOR

(Typed Title of Official)

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BY

Danny L. Kolhage
DEPUTY CLERK

Monroe County

(Name of Subgrantee)

MONROE COUNTY ATTORNEY

APPROVED

ASSIGNED

Date

5/03/04

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
Byrne Formula Grant Program

SUBGRANT AWARD CERTIFICATE

Subgrantee: Monroe County Board of Commissioners

Date of Award: APR 20 2004

Grant Period: From: 04/01/2004 To: 09/30/2004

Project Title: Intoxilyzer 8000 - Phase 1 - Circuit 16

Grant Number: 04-CJ-2H-11-54-01-250

Federal Funds: \$19,050.00

State Agency Match:

Local Agency Match: \$6,350.00

Total Project Cost: \$25,400.00

Program Area: 022

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100.1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

04-CJ-2H-11-54-01-250

SUBGRANT AWARD CERTIFICATE (CONTINUED):

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Community Program Administrator

4-20-04

Date

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

Please read instructions before completing this application.

- The term "Department", unless otherwise stated, refers to the Department of Law Enforcement.
- The term "OCJG" refers to the Office of Criminal Justice Grants.
- The term "subgrant recipient" or "subgrantee" refers to the governing body of a city, county, state agency, or an Indian Tribe that performs criminal justice functions as determined by the U.S. Secretary of the Interior.
- The term "implementing agency" is a subordinate agency of a city, county, state agency, or Indian Tribe, or an agency under the direction of an elected official (for example, Sheriff or Clerk of the Court). It may also be an entity eligible to be a subgrantee (ex. City of Live Oak).
- Instructions are incorporated in this document by reference.

A. Subgrant Data															
1. This section to be completed by Subgrantee Continuation of Previous Subgrant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, enter CJ Contract # of Previous Subgrant <u>SFY 2003 CJ Contract #</u> 2003- CJ - _ - _ - _ - _ - _		2. This section to be completed by OCJG <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Project ID #</td> <td style="width: 33%;">Program Area #:</td> <td style="width: 34%;">CFDA #: 16.579</td> </tr> <tr> <td>2001- <u>250</u></td> <td>22</td> <td></td> </tr> <tr> <td colspan="3" style="text-align: center;">SFY 2004 CJ Contract #</td> </tr> <tr> <td colspan="3">2004 - CJ - <u>2H</u> - <u>1L</u> - <u>54</u> - <u>01</u> - <u>250</u></td> </tr> </table>		Project ID #	Program Area #:	CFDA #: 16.579	2001- <u>250</u>	22		SFY 2004 CJ Contract #			2004 - CJ - <u>2H</u> - <u>1L</u> - <u>54</u> - <u>01</u> - <u>250</u>		
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B. Applicant Information															
1. Subgrant Recipient (Subgrantee)															
Name of Subgrant Recipient (Unit of Government): Monroe County Board of County Commissioners Name of Chief Elected Official / State Agency Head: Murray Nelson Title: Mayor Address: Damaron Bldg. Suite 2; 99198 Overseas Highway City, County, State, Zip Code: Key Largo, Monroe, FL 33037 E-mail Address: boccds5@monroecounty-fl.gov			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">County</td> </tr> <tr> <td style="text-align: center;">Monroe</td> </tr> <tr> <td>Area Code / Phone # 305-852-7175</td> </tr> <tr> <td style="text-align: center;">SUNCOM #</td> </tr> <tr> <td>Area Code / Fax # 305-852-7162</td> </tr> </table>	County	Monroe	Area Code / Phone # 305-852-7175	SUNCOM #	Area Code / Fax # 305-852-7162							
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SUNCOM #															
Area Code / Fax # 305-852-7162															
2. Chief Financial Officer of Subgrant Recipient (Subgrantee)															
Name of Chief Financial Officer: Danny L. Kolhage Title: Clerk of the Circuit Court Address: 500 Whitehead Street City, County, State, Zip Code: Key West, Monroe, FL 33040 E-mail Address:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">County</td> </tr> <tr> <td style="text-align: center;">Monroe</td> </tr> <tr> <td>Area Code / Phone # 305-292-3550</td> </tr> <tr> <td style="text-align: center;">SUNCOM #</td> </tr> <tr> <td>Area Code / Fax # 305-292-3663</td> </tr> </table>	County	Monroe	Area Code / Phone # 305-292-3550	SUNCOM #	Area Code / Fax # 305-292-3663							
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Area Code / Phone # 305-292-3550															
SUNCOM #															
Area Code / Fax # 305-292-3663															
3. Implementing Agency															
Name of Implementing Agency: Monroe County Sheriff's Office Name of Chief Executive Official / State Agency Head / Subgrantee representative (if a subordinate agency of the subgrant recipient): Title: Richard D. Roth, Sheriff Address: 5525 College Road City, County, State, Zip Code: Key West, Monroe, FL 33040 E-mail Address: rickroth@keyso.net			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">County</td> </tr> <tr> <td style="text-align: center;">Monroe</td> </tr> <tr> <td>Area Code / Phone # 305-296-2424</td> </tr> <tr> <td style="text-align: center;">SUNCOM #</td> </tr> <tr> <td>Area Code / Fax #</td> </tr> </table>	County	Monroe	Area Code / Phone # 305-296-2424	SUNCOM #	Area Code / Fax #							
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SUNCOM #															
Area Code / Fax #															

Application for Funding Assistance Florida Department of Law Enforcement Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program
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4. Project Director	
Name of Project Director: Patricia Almeda (Implementing Agency Employee) Title: Director, Planning and Research Division Address: 5525 College Road City, County, State, Zip Code: Key West, Monroe, FL 33040 E-mail Address: palmeda@keysso.net	County Monroe Area Code / Phone # 305-292-7058 SUNCOM # Area Code / Fax #
5. Contact Person	
Name of Contact Person: David P. Owens (if other than Project Director) Title: Grants Administrator Address: 1100 Simonton Street City, County, State, Zip Code: Key West, Monroe, FL 33040 E-mail Address: owens-david@monroecounty-fl.gov	County Monroe Area Code / Phone # 305-292-4482 SUNCOM # Area Code / Fax # 305-292-4515
6. Person Responsible For Financial Reporting (if known)	
Name: Patricia Almeda Title: Director, Planning and Research Division Address: 5525 College Road City, County, State, Zip Code: Key West, Monroe, FL 33040 E-mail Address: palmeda@keysso.net	County Monroe Area Code / Phone # 305-292-7058 SUNCOM # Area Code / Fax #
7. Person Responsible For Programmatic Performance Reporting (if known)	
Name: Patricia Almeda Title: Director, Planning and Research Division Address: 5525 College Road City, County, State, Zip Code: Key West, Monroe, FL 33040 E-mail Address: palmeda@keysso.net	County Monroe Area Code / Phone # 305-292-7058 SUNCOM # Area Code / Fax #
8. Service Provider Contact Person	
Name: N/A Title: Address: City, County, State, Zip Code: E-mail Address:	County Area Code / Phone # SUNCOM # Area Code / Fax #

C. Administrative Data		
1. Project Title: Intoxilyzer 8000 – Phase I – Circuit 16		
2. Identify the year of the project (1, 2, 3, etc.) 1		
3. Project period	Start: 04/01/04	End: 09/30/04
D. Fiscal Data		
Remit Warrant to: (This may only be either the individual listed in B2 (Subgrantee CFO) or a designee in their office. If B2 is selected, do not reenter the contact information. This is only needed for designee.		
B2 <u>XXX</u> OR DESIGNEE _____ Name: Title: Address: City, State, Zip Phone Number:		
2. Is the subgrantee participating in the State of Florida Comptroller's Office <u>electronic transfer program</u> ? (Reimbursement cannot be remitted to any entity other than the subgrantee.) Yes <u>XX</u> No		
3. Frequency of Fiscal Reporting: Monthly _____ Quarterly <u>XX</u>		
4. Subgrant Recipient FEID #: <u>59-6000749</u>		
5. State Agency SAMAS #: _____		
6. Project Generated Income (PGI): Will the project earn PGI? (See Section G, Item 9.) Yes _____ No <u>X</u>		
7. Cash Advance: Will you request an advance? Yes _____ Amount _____ No <u>X</u>		
If yes, a letter of request must be submitted with the application or prior to submission of the first claim for reimbursement. Amount requested must be justified and accepted by FDLE.		

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

E. Project Narrative

- 1. Problem Identification:** Briefly describe the specific problem to be addressed with subgrant funds in terms of Problem Description, Problem Significance and Needs Assessment.

The Florida Department of Law Enforcement (FDLE) has statutory authority to approve methods of analysis for breath alcohol testing for use in investigations involving driving under the influence (Florida Statute 316), commercial motor vehicles (Florida Statute 322) and boating under the influence (Florida Statute 327). Specifically, the Alcohol Testing Program has the authority to approve breath test instrumentation for evidentiary use within Florida.

The breath test instrumentation currently being used in Florida is approaching fourteen (14) years in age and is fast becoming obsolete. There is newer technology available which would provide a better-suited evidentiary breath test instrument to all criminal justice agencies for the purposes of facilitating a breath alcohol test. The new instrument that has been approved by the FDLE Alcohol Testing Program is the Intoxilyzer 8000 (See Chapter 11D-8, Florida Administrative Code).

The use of the Intoxilyzer 8000 will bring the breath alcohol testing methodology and instrumentation used within the state to the forefront of technology. At a minimum, the new instrumentation will offer the ability to measure the alcohol concentration of a person's breath specifically for alcohol, it will offer a "mobile" breath test for use by criminal justice agencies involved in boating under the influence investigations, and it will allow a networking capability, through the use of computers, so the Alcohol Testing Program may better monitor each instrument individually and maintain statistics necessary to successfully evaluate breath alcohol testing within the state.

Some of the breath test instrumentation currently being used (Intoxilyzer 5000) in Florida is approaching fourteen (14) years of age. Over 60% of the breath test instruments being used are over 11 years in age. Within the next couple of years, the manufacturer of the current breath test instrumentation may cease production of parts necessary to repair these instruments and they will no longer be available for use.

Currently, there are two "types" of Intoxilyzer 5000 instruments and three "types" of software used in the breath test instrumentation. Use of the Intoxilyzer 8000 would bring statewide consistency to breath alcohol testing and have available one type of instrument and one type of software. The Intoxilyzer 8000 will provide the criminal justice agencies in Florida with breath test instrumentation that is of the most advanced technology and of the highest scientific reliability.

<p style="text-align: center;">Application for Funding Assistance Florida Department of Law Enforcement Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program</p>

Improved instrumentation will offer the following:

- The ability to specifically quantitate alcohol;
- A "mobile" evidentiary breath test for use by criminal justice agencies involved in boating under the influence investigations or in DUI checkpoints;
- Networking capability so that the Alcohol Testing Program can begin maintaining statistics necessary to successfully evaluate breath alcohol testing in the State. Such information will be loaded into a central database at FDLE. This will allow FDLE to determine the number of breath tests performed and the average breath test result in Florida. This information will facilitate Alcohol Testing Program planning and provide information for policy makers at the state, county or agency level.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

2. Project Description: Briefly describe proposed project activities. This section should address the basic points of who, what, when, where, and how.

It is the goal of the Alcohol Testing Program to bring the breath alcohol testing methodology and instrumentation used within the state to the forefront of technology. At a minimum, the new instrumentation will offer the ability to measure the alcohol concentration of a person's breath specifically for alcohol. The instrumentation will offer a "mobile" breath test for use by criminal justice agencies involved in boating under the influence investigations as well as allowing a networking capability through the use of computers. This capability will allow the Alcohol Testing Program to better monitor each instrument individually and maintain statistics necessary to successfully evaluate breath alcohol testing within the state.

Information will be loaded into a central database at FDLE, which will provide extensive networking capability throughout the state. Information including, but not limited to, the subject, the case, the number of breath tests a particular agency performs within a given period, and the breath alcohol result can be obtained from the database. This will allow FDLE to determine the number of breath tests performed and the average breath test result in Florida. This information will facilitate Alcohol Testing Program planning and provide information for policy makers at the state, county or agency level.

(Monroe County Sheriff's Office) will purchase and distribute (4) of Intoxilyzer 8000 and (4) of Printers, which will be used to print data obtained by the Intoxilyzer 8000.

Distribution of the equipment will be as follows:

(Please list each agency that will receive equipment and how many of each.)

<u>Agency</u>	<u>Number of Intoxilyzer 8000s</u>	<u>Number of Printers</u>
Monroe County Sheriff's Office	4	4
TOTAL Numbers	<u>4</u>	<u>4</u>

Application for Funding Assistance Florida Department of Law Enforcement Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program
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Program Objectives and Performance Measures:
<p>a. The Objectives and Measures for this program have been pre-established.</p> <p>b. You will need to include the numerical accomplishments for the measures. Enter the total number for the grant period in column 3. For example, if 5 instruments will be purchased, enter 5 in column 3.</p>

a. List the number and title of the Program Area to be addressed.

22	DUI Enforcement and Prosecution
(#)	(Title)

b. Uniform Objectives: Enter the total number for the grant period in column 3. For example, if instruments will be purchased, enter 5 in column 3.

022 – DUI Enforcement and Prosecution		
022.06	Purchase four (4) evidentiary breath test instruments. Part 1 – During this reporting period, how many evidentiary breath test instruments did you purchase?	4
022.07	Purchase four (4) computer / printer / software packages. Part 1 – During this reporting period, how many computer / printer / software packages did you purchase?	4
022.08	Distribute four (4) evidentiary breath test instruments to criminal justice breath test facilities in Florida. Part 1 – During this reporting period, how many evidentiary breath test instruments did you distribute? List the number by location in the narrative portion of the report.	4
022.09	Distribute four (4) of computer / printer / software packages to criminal justice breath test facilities in Florida. Part 1 – During this reporting period, how many computer / printer / software packages did you distribute? List the number by location in the narrative portion of the report.	4

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4. **Activity Implementation Schedule.** Complete the Activity Implementation Schedule showing when activities in the Program Description will commence and how the project will progress. This chart benchmarks planned activities, both administrative and programmatic. An "X" has been inserted for reports with mandatory due dates for all projects. Place an additional "X" to indicate times applicable to your project, as illustrated for quarterly program reports. Make a detailed listing of key activities under the heading "Programmatic Activities." Your Quarterly Performance Reports will be reviewed against this schedule.

Subgrant Period (Beginning Date – Ending Date)

Administrative Activities

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Submit Financial Reimbursement Requests												
Submit Financial Closeout Package		X (04)										
Submit Quarterly Program Reports	X (04)									X (04)		
Submit Quarterly PGI Reports (If applicable)												

Programmatic Activities

(Continue on a second page if necessary.)

Be sure to include activities mentioned in the Project Description

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Order Intoxilyzer 8000 instrument(s)							X					
Order printer(s)							X					
Receive Intoxilyzer 8000 instrument(s)								X				
Receive printer(s)								X				
Distribute Intoxilyzer(s)									X			
Distribute printer(s)									X			

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F. Project Budget

1. Budget Schedule

- a. The Project Budget Schedule includes five Budget Categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, and Indirect Costs) and Total Project Costs. Only Expense or Operating Capital Outlay may be used for this program.
- b. Enter the amount of federal, matching, and total funds by budget category that you will use to support project activities. Enter dollar amounts only in applicable categories based on totals from the Budget Narrative and leave others blank. Total Match must be 25 percent of the Total Budget.
- c. Show all figures rounded to the next highest dollar; do not include cents. (Example \$4,505.25 as \$4,506).

Type or Print Dollar Amounts Only in Applicable Categories and Leave Others Blank.

Budget Category	Federal	Match	Total
Salaries And Benefits			N/A
Contractual Services			N/A
Expenses	1,125.00	375.00	1,500.00
Operating Capital Outlay	17,925.00	5,975.00	23,900.00
Indirect Costs			N/A
Totals	19,050.00	6,350.00	25,400.00

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2. Budget Narrative

- a. The Project Budget Narrative may reflect costs in only the two appropriate budget categories (Expenses or Operating Capital Outlay (OCO)). The Total Project Costs should be included.
- b. Reimbursements will only be made for items clearly identified in the budget narrative.
- c. Costs must not be allocated or included as a cost to any other federally financed program.

(Continue on additional pages if necessary.)

Please respond to the following five items before providing the details of the Budget Narrative.

1. Source of match must be cash and represent no less than 25% of the project's cost.
 - a. Identify your specific source(s) of matching funds.
Match will be provided by the Florida Department of Law Enforcement.
 - b. Is match available at the start of the grant period?
Yes.
2. If Salaries and Benefits are included in the budget as Actual Costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the initial year? **N/A**

No: _____ If no, please explain.
Yes: _____ If yes, please list number and title of position and type of benefits.
3. Indicate the OCO threshold established by the subgrantee. \$ **750.00**
4. If Indirect Cost is included in your budget please indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan. **N/A**

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5. If the budget includes services based on unit costs, be sure to provide a definition and cost for each service as part of the budget narrative for contractual services. Provide the following information.
- a. What is the basis for the unit costs? Bid for equipment obtained by FDLE on behalf of applicant. Provider will be CMI, INC.
- Unit cost is \$5975 for the following package of equipment. Each package includes: CMI Intoxilyzer 8000 (#002480FL); internal printer; modem; badge reader; mobile gas delivery system; Scott V.08 gas cylinder; 3 rolls of printer paper; 100 mouthpieces; and a two year limited factory warranty.
 - Unit cost for each external printer is \$375.
- b. How recently was the basis established or updated? February 2004

Salaries and Benefits: None

Contractual Services: None

Expenses:

Four (4) printers @ \$375/printer = **\$1,500.00**
(This is to be filled in only if the printers will be not carried as OCO. If printers are considered OCO, Expenses will be N/A.)

Operating Capital Outlay (OCO):

Four (4) Intoxilyzer 8000 packages @ \$5975/ package = **\$23,900.00**

(number of external printers) @ \$375/printer = _____
(This is to be filled in only if the external printers will be carried as OCO. External printers should be either Expenses or OCO.)

Indirect Costs: None

TOTAL BUDGET: **\$25,400.00**

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G. Conditions of Acceptance and Agreement

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 16 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) *Financial Guide* and *Byrne Program Guidance Document* as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.**
2. **Allowable Costs**
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments* and federal *OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"*, or *OMB Circular A-21, "Cost Principles for Educational Institutions"*.
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice *Common Rule for State and Local Governments*, or *OMB Circular A-110* and Florida law to be eligible for reimbursement.
3. **Reports**
 - a. **Project Performance Reports**
 - (1) **Reporting Time Frames:** The subgrant recipient shall submit Quarterly Project Performance Reports to OCJG by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional *Quarterly Project Performance Reports* shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 16 of Section G, performance of Agreement Provisions.
 - (2) **Report Contents:** Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.
 - b. **Financial Reports**
 - (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Financial Claim Report to the OCJG. Monthly Financial Claim Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Financial Claim Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Financial Claim Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to OCJG within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".
 - (2) All claims for reimbursement of subgrant recipient costs shall be submitted on the Financial Claim Report Forms prescribed and provided by the Office of Criminal Justice Grants. A subgrant recipient shall submit either monthly or quarterly claims in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
 - (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.

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(4) Before the "final" claim will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to OCJG by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 10, Program Income.)

c. Other Reports

The subgrant recipient shall submit other reports as may be reasonably required by OCJG.

4. Fiscal Control and Fund Accounting Procedures

a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by OCJG.

b. All contractual expenditures and cost accounting of funds shall conform to OJP *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and federal Office of Management and Budget's (OMB) *Circulars A-21, A-87, and A-110*, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding may be authorized for up to twenty-five (25) percent of the federal award for each project according to Section 216.181(16)(b), Florida Statutes, the OJP *Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*. Advance funding shall be provided to a subgrant recipient upon a written request to the Department justifying the need for such funds. This request, including the justification, shall be either enclosed with the subgrant application or submitted to the Department prior to the first request for reimbursement. Justification should address a 30/60/90-day need for cash based on the budgeted activities for the period.

8. Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program funds.

9. Travel and Training

a. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the Department prior to commencement of actual travel. Subgrant recipients shall obtain written approval from the Department for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget. Subgrant recipients shall obtain written approval from the Department for reimbursement of travel costs for field trips that were not listed in the approved project description and budget.

b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.

c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

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10. Program Income (also known as Project Generated Income)

Program income means the gross income earned by the subgrant recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the *OJP Financial Guide* and U.S. Department of Justice *Common Rule for State and Local Governments* (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments* or the federal OMB Circular A-110. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the *OJP Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*, or the federal OMB Circular A-110.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Audit

- a. Subgrant recipients that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

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- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$300,000 in Federal awards during a fiscal year are exempt from the audit requirements of *OBM Circular A-133* for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

16. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

17. Commencement of Project

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to OCJG indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to OCJG, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

18. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or

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negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

- (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

19. Extension of a Contract for Contractual Services

Extension of a contract for contractual services between the subgrant recipient and a contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

20. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP *Financial Guide*, and the U.S. Department of

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Justice Common Rule for State and Local Governments.

- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

Both the Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative who sign Section I. Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source and the ADP Justification forms. The Project Director has authority to submit requests for approval of specific travel, Financial and Performance Reports, with the exception of the Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, Florida Statutes shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the

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Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

- a. A Drug Court Project funded by the Byrne Formula Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with *Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968*, as amended and comply with criteria as set forth in *28 CFR Part 23 - Criminal Intelligence Systems Operating Policies* and in the Bureau of Justice Assistance's *Formula Grant Program Guidance*. Submission of this certification is a prerequisite to entering into this agreement.
- c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The subgrant recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the subgrant recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.

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- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds.
 - (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

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- b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the subgrantee, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by *Section 1352, Title 31, United States Code*. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
 - (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 38 of Section G, Conditions of Acceptance and Agreement, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. "Pay-to-Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

41. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with

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this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. **Specific Requirements:** The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrantee further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

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SUBGRANTEE CERTIFICATION

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient) . . . (Select one of the following):

XX Meets Act Criteria

 Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Subgrant Recipient meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Subgrant Recipient . . . (Select one of the following):

XX Has a Current EEO Plan

 Does Not Have a Current EEO Plan

 Has included a copy of the current approval letter from the US DOJ

I further affirm that if the Subgrant Recipient *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.



Signature of Subgrantee Authorized Official

Type Name: James L. Roberts

Title: County Administrator

Subgrant Recipient: Monroe County Board of County Commissioners

Date: 3/22/04

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IMPLEMENTING AGENCY CERTIFICATION

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that this Implementing Agency . . . (Select one of the following):

☒ Meets Act Criteria

☐ Does not meet Act Criteria

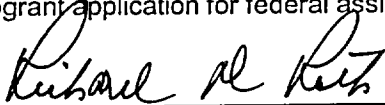
I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Implementing Agency meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency . . . (Select one of the following):

☒ Has a Current EEO Plan ☐ Does Not Have a Current EEO Plan

☐ Is Included in the EEO Plan of the Subgrant Recipient.

☐ Has included a copy of the current approval letter from the US DOJ

I further affirm that if the Implementing Agency *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.



Signature of Implementing Agency Authorized Official

Type Name: : Richard D. Roth

Name of Subgrant Recipient: Monroe County Board of County Commissioners

Name of Implementing Agency: Monroe County Sheriff's Office

Title: Sheriff

Date: 3/23/04

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H. Signature Page

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including
Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 4-20-04

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Monroe County Board of County Commissioners

Signature: [Signature]

Typed Name and Title: James L. Roberts, County Administrator

Date: 3/22/04

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County Sheriff's Office

Signature: Richard D. Roth

Typed Name and Title: Richard D. Roth, Sheriff

Date: 3/23/04